IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA (PHILADELPHIA)

IN RE: HUGH C POSTELL Debtor	Case No. 18-14258-mdc

PHH MORTGAGE CORPORATION
     Movant
 vs.
 HUGH C POSTELL
    Respondent
	Chapter 13
	
	 11 U.S.C. §362

MOTION FOR RELIEF FROM AUTOMATIC STAY UNDER §362 PURSUANT TO
BANKRUPTCY PROCEDURE RULE 4001

Movant, by its attorneys, Brock and Scott PLLC, hereby requests a termination of Automatic Stay and leave to foreclose on its mortgage on real property owned by HUGH C POSTELL AKA HUGH POSTELL (the "Debtor").

1.   Movant is PHH Mortgage Corporation**.**

2.   Debtor, HUGH C POSTELL AKA HUGH POSTELL, is the owner of the premises located at 5050 Chancellor Street, Philadelphia, Pennsylvania 19139 hereinafter known as the mortgaged premises.

3.   Movant is the holder of a mortgage on the mortgaged premises.

4.   Debtor's failure to tender monthly payments in a manner consistent with the terms of the Mortgage and Note result in a lack of adequate protection.

5.   Movant instituted foreclosure proceedings on the mortgage because of Debtor's failure to make the monthly payment required hereunder.

6.   The foreclosure proceedings instituted were stayed by the filing of the instant Chapter 13 Petition.

7.   The following chart sets forth the number and amount of post- payments due pursuant to the terms of the Note that have been missed as of April 16, 2021:

Number of Missed Payments	From:	To:	Monthly Missed Principal and Interest	Monthly Missed Escrow (if applicable)	Monthly Payment Amount	Total Amounts Missed
3	10/01/2020	12/01/2020	$450.03	$324.85	$774.88	$2,324.64
4	01/01/2021	04/01/2021	$450.03	$295.77	$745.80	$2,983.20
		Less post-petition partial payments (suspense balance): ($1.18)				

Total: $5,306.66

8.   The next payment is due on or before May 1, 2021 in the amount of $745.80. Under the terms of the Note and Mortgage, Debtor has a continuing obligation to remain current post-petition and failure to do so results in a lack of adequate protection to Movant. The following fees and costs have been incurred since bankruptcy filing: Plan Review Fees in the amount of $150.00, POC Filing Fees in the amount of $500.00, 410A Prep Fees in the amount of $250.00 and Objection to Plan Fees in the amount of $500.00.

9.   Movant, PHH MORTGAGE CORPORATION requests the Court award reimbursement in the amount of $1,038.00 for the legal fees and costs associated with this Motion.

10.   Movant has cause to have the Automatic Stay terminated as to permit Movant to complete foreclosure on its mortgage.

11.   Movant specifically requests permission from the Honorable Court to communicate with and Debtor and Debtor's counsel to the extent necessary to comply with applicable nonbankruptcy law.

12.   Movant, it's successors and assignees posits that due to Debtor's continuing failure to tender post-petition mortgage payments and the resulting and ever increasing lack of adequate protection that said failure presents, sufficient grounds exist for waiver of Rule 4001(a)(3), and that Movant, its successors or assignees should be allowed to immediately enforce and implement the Order granting relief from the automatic stay.

13.   Movant requests that if relief is granted that Federal Rule of Bankruptcy Procedure 3002.1 be waived.

14.   PHH MORTGAGE CORPORATION services the underlying mortgage loan

and note for the property referenced in this Motion for Relief and is entitled to proceed accordingly.

Should the Automatic Stay be lifted and/ or set aside by Order of this Court or if this case is dismissed

or if the debtor obtains a discharge and a foreclosure action is commenced or recommenced, said

foreclosure action will be conducted in the name of PHH MORTGAGE CORPORATION (the

noteholder). PHH MORTGAGE CORPORATION (the noteholder) has the right to foreclose because

Noteholder is the original mortgagee or beneficiary or assignee of the security instrument for the

referenced loan. Noteholder directly or through an agent has possession of the promissory note and the

promissory note is either made payable to Noteholder or has been duly endorsed.

        WHEREFORE, Movant respectfully requests that this Court enter an Order;

        a.   Modifying the Automatic Stay under Section 362 with respect to 5050 Chancellor Street,

Philadelphia, Pennsylvania 19139 (as more fully set forth in the legal description attached to the

Mortgage of record granted against the Premises), as to allow Movant, its successors and assignees, to

proceed with its rights under the terms of said Mortgage; and

        b.   Movant specifically requests permission from this Honorable Court to communicate

with Debtor and Debtor's counsel to the extent necessary to comply with applicable nonbankruptcy law;

and

        c.   Awarding Movant attorney fees and costs related to this Motion in the amount of

$1,038.00; and

        d.   Holding that due to Debtor's continuing failure to tender post-petition mortgage

payments and the resulting and ever increasing lack of adequate protection that said failure presents,

sufficient grounds exist for waiver of Rule 4001(a)(3), and that Movant, its successors or assignees,

should be allowed to immediately enforce and implement the Order granting relief from the automatic

stay; and

e.   Waiving Federal Rule of Bankruptcy Procedure 3002.1; and

f.   Granting any other relief that this Court deems equitable and just.

May 26, 2021

> */s/ Andrew Spivack*
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PHH MORTGAGE CORPORATION, SERVICES THE LOAN ON THE PROPERTY REFERENCED IN THIS DOCUMENT. IN THE EVENT THE AUTOMATIC STAY IN THIS CASE IS MODIFIED, THIS CASE DISMISSES, AND/OR THE DEBTOR OBTAINS A DISCHARGE AND A FORECLOSURE ACTION IS COMMENCED ON THE MORTGAGED PROPERTY, THE FORECLOSURE WILL BE CONDUCTED IN THE NAME OF CREDITOR. CREDITOR, DIRECTLY OR THROUGH AN AGENT, HAS POSSESSION OF THE PROMISSORY NOTE. CREDITOR IS THE ORIGINAL MORTGAGEE OR BENEFICIARY OR THE ASSIGNEE OF THE MORTGAGE.